UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/328,983	06/09/1999	ANDERS R. WALLGREN	003608.P009	7582

7590   09/25/2002

TAREK N FAHMI
BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP
7TH FLOOR
12400 WILSHIRE BOULEVARD
LOS ANGELES, CA 90025

EXAMINER
GARG, YOGESH C

ART UNIT	PAPER NUMBER
3625	

DATE MAILED: 09/25/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 07-01)

	Application No.	Applicant(s)
Office Action Summary	09/328,983	WALLGREN ET AL.
	Examiner	Art Unit
	Yogesh C Garg	3625

-- *The MAILING DATE of this communication appears on the cover sheet with the correspondence address* --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on _24 June 2002_ .

2a) ☒ This action is **FINAL**.   2b) ☐ This action is non-final.

3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) _1-22_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5) ☐ Claim(s) _____ is/are allowed.

6) ☒ Claim(s) _1-22_ is/are rejected.

7) ☐ Claim(s) _____ is/are objected to.

8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.

10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.

    If approved, corrected drawings are required in reply to this Office action.

12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a) ☐ All b) ☐ Some * c) ☐ None of:

      1. ☐ Certified copies of the priority documents have been received.

      2. ☐ Certified copies of the priority documents have been received in Application No. _____ .

      3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

    a) ☐ The translation of the foreign language provisional application has been received.

15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .

4) ☐ Interview Summary (PTO-413) Paper No(s). _____ .

5) ☐ Notice of Informal Patent Application (PTO-152)

6) ☐ Other: .

DETAILED ACTION

Response to Amendment

1.   Amendment a, paper number 6 is acknowledged and entered. Paragraph beginning at

page 20, line 8 and claims 1-20 have been amended. New claims 21-22 have been added.

Currently claims 1-22 are pending for examination.

Response to Arguments

2.   Applicant's arguments with respect to claims 1-22 have been considered but are moot in

view of the new ground(s) of rejection.

3.   Apropos, applicant's remarks, " However, Conklin does not teach......compare multiple

seller information from multiple sellers " (amendment, pages 7, lines 18-19), examiner

respectfully differs for the following reasons:

Conklin teaches recording and storing of all transactions that transpire between buyers

and sellers during negotiations (at least see, abstract, "..The system maintains internal

databases.....documents are created by the system during the negotiation process", also see

col.15, lines 18-25, and col.30, lines 33-33-36, "..Referring...FIG.1i....that each "round " or step

of negotiations engine 212's processing....is stored....") and buyers can communicate with

these databases to compare vendor's responses during negotiation (col.21, lines 21-58,

"....Web server software 210s fields the request..........asking the database server software

managing database functions 222 to process the request....**search, analysis, and any**

computations needed.....", col.23, lines 24-41, and col.33, line 28-col.34, line 14, "....Web

server 210s next analyzes ....database functions 222 shown in FIG.5 a, include operations such

as search, analyze, compare, report, sort and relate (between databases) ...."). Conklin also

discloses receiving information from multiple sellers (col.20 lines 23-34). In view of foregoing,

Conklin discloses comparing information from multiples sellers.

Claim Rejections - 35 USC § 103

4.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as
> set forth in section 102 of this title, if the differences between the subject matter sought to be
> patented and the prior art are such that the subject matter as a whole would have been obvious
> at the time the invention was made to a person having ordinary skill in the art to which said
> subject matter pertains. Patentability shall not be negatived by the manner in which the invention
> was made.

5.   Claims 1-12, and 14-22 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Conklin and further in view of Huberman (US Patent 5,826,244).

6.   With regards to claims 1-4, Conklin teaches a computer-based method, comprising

comparing a plurality of vendor specific instances of a job request object via a Web interface,

each vendor specific instance of the job request object to represent a relationship between a

customer and one of a plurality of vendors to perform a job project, wherein the vendor

responses being based on the customer submissions and the job request, each vendor specific

instance of the job request object defined through a series of iterative customer submissions

and vendor responses, and comparing comprises incrementally adding constraints to each

initially under-constrained vendor specific instance of the job request object to produce a

sufficiently-constrained vendor specific instance of the job request object, and to allow the

customer to select one of the plurality of vendors to perform the job project (Conklin discloses

receiving information from multiple sellers [col.20 lines 23-34] and can engage in iterative

submissions and responses to perform a job project [abstract, col.13, line 65- col.26, line 18,

"........*multivariate negotiations engine for iterative bargaining.......buyers and

sellers.....propose and negotiate orders and counteroffers....For example, manufacturers in the

computer industry....... .Special orders for samples.......The seller selects from several Website

format templates.....Still in Fig.1k, ...buyer might either propose negotiation of order

terms...send out a request for proposal (RFP) to all or some of the seller's ....each seller can

offer...with the ability to make e-mail enquiries...*",]. Conklin's teaches that his multivariate

negotiations engine system 02 can be used for iterative submissions and responses from

customer to vendors for a variety of purposes like standardizing specifications for a project,

production purchasing and other commerce related activities [col.17, line 35-col.18, line 17].

Conklin further teaches recording and storing of all transactions that transpire between buyers

and sellers during iterative submissions and responses, [at least see, abstract, "..The system

maintains internal databases.....documents are created by the system during the negotiation

process", also see col.14, lines 47-54, col.15, lines 18-25, and col.30, lines 33-33-36,

"..Referring...FIG.1i....that each "round " or step of negotiations engine 212's processing....is

stored...."] and buyers can communicate with these databases to compare vendor's responses

during iterative submissions and responses [col.21, lines 21-58, "....Web server software 210s

fields the request..........asking the database server software managing database functions 222

to process the request....**search, analysis, and any computations needed**.....", col.23, lines

24-41, and col.33, line 28-col.34, line 14, "....Web server 210s next analyzes ....database

functions 222 shown in FIG.5 a, include operations such as search, analyze, compare, report,

sort and relate (between databases) ...."]. Conklin also teaches selecting one of the plurality

vendors to conclude the process and perform the job request [col.19, lines 58-66, ".....Buyer

processes shown in FIG.1g...evaluate processes 70......find companies......investigate

their...offerings...if a buyer is interested in opening negotiations with a particular seller...."]. It

would be inherent to compare submissions, with the available hardware and software as

analyzed above, from various vendors in order to select one to perform the job. Also see

FIGS.15 b, 15c-1, 15c-2 and FIG.16 and col.25, line 41-col.26, line18. Fig.15b -16 are the Web

forms corresponding to job request object and the vendor-specific instances. Note: Conklin

discloses that the iterative negotiations cover all terms and conditions of a transaction and not

only the price and these terms are negotiated in stages. The various terms and conditions of the

transactions in Conklin relate to constraints in the claim, see col.14, lines 27-30, col.19, lines 58-

66 and col.25, lines 12-59.)

Conklin does not disclose that his multivariate negotiations engine 02 can be used for

iterative submissions and responses for a specifically defined print job (Note: Applicant's

disclosure (page 5, lines 1-9) teaches that his invention is applicable for a custom

manufacturing project and a print job can be an example. As per the disclosure, the invention is

not directed to print job only. Similarly Conklin (col.17, line 14-col.18, line 17) teaches that his

multivariate negotiation engine system 02 can be used for various applications like

standardizing specifications for a project, purchasing, any commercial activity, trade

development, etc. These activities listed in Conklin can be applicable to a print job also).

However, in the same field of e-commerce, Huberman teaches a system and method to enable

ordering and negotiating a print job on an electronic network (col.2, line 54-col.7, line 31). In

view of Huberman, it would be obvious to a person of an ordinary skill in the art at the time of

the invention to modify Conklin to use the multivariate negotiations engine for print jobs on

electronic network. Doing so would enable the system to offer customers open and efficient

pricing practices for ordering print jobs on electronic networks as suggested in Huberman (col.2,

54-63).

7.   With regards to claims 5-11, Conklin teaches a computer system configured to allow a

customer and a plurality of vendors to interact with one another in defining a plurality of vendor

specific instances of a electronic job request object for a job project by permitting the customer

to compare, in an initially under constrained fashion, each vendor specific instance of the job

request object and further permitting the vendors and the customer to successively develop

each vendor specific instance of the job request object to a fully constrained form through an

iterative process in which one or more constraints on one of the vendor specific instances the

job request object are added, removed and/or modified during each iteration and represents a

binding contractual obligation between the customer and at least one of the plurality of vendors,

and varying information regarding each of the vendor specific instances the job request object

on a vendor-by-vendor basis, through a series of notification messages transmitted via a Web

server, storing each of the vendor-specific instances of the job request object, each accessible

by the customer, providing vendor and customer -specific views of each of the initially under-

constrained job request object specified by the each other ((Conklin discloses receiving

information from multiple sellers [col.20 lines 23-34] and can engage in iterative submissions

and responses to perform a job project [abstract, col.13, line 65- col.26, line 18,

"........multivariate negotiations engine for iterative bargaining.......buyers and

sellers.....propose and negotiate orders and counteroffers....For example, manufacturers in the

computer industry....... .Special orders for samples.......The seller selects from several Website

format templates.....Still in Fig.1k, ...buyer might either propose negotiation of order

terms...send out a request for proposal (RFP) to all or some of the seller's ....each seller can offer...with the ability to make e-mail enquiries...",]. Conklin's teaches that his multivariate negotiations engine system 02 can be used for iterative submissions and responses from customer to vendors for a variety of purposes like standardizing specifications for a project, production purchasing and other commerce related activities [col.17, line 35-col.18, line 17]. Conklin further teaches recording and storing of all transactions that transpire between buyers and sellers during iterative submissions and responses, [at least see, abstract, "..The system maintains internal databases.....documents are created by the system during the negotiation process", also see col.14, lines 47-54, col.15, lines 18-25, and col.30, lines 33-33-36, "..Referring...FIG.1i....that each "round " or step of negotiations engine 212's processing....is stored...."] and buyers can communicate with these databases to compare vendor's responses during iterative submissions and responses [col.21, lines 21-58, "....Web server software 210s fields the request..........asking the database server software managing database functions 222 to process the request.....**search, analysis, and any computations needed**.....", col.23, lines 24-41, and col.33, line 28-col.34, line 14, "....Web server 210s next analyzes ....database functions 222 shown in FIG.5 a, include operations such as search, analyze, compare, report, sort and relate (between databases) ...."]. Conklin also teaches selecting one of the plurality vendors to conclude the process and perform the job request [col.19, lines 58-66, ".....Buyer processes shown in FIG.1g...evaluate processes 70......find companies......investigate their...offerings...if a buyer is interested in opening negotiations with a particular seller...."]. It would be inherent to compare submissions, with the available hardware and software as analyzed above, from various vendors in order to select one to perform the job. Also see FIGS.15 b, 15c-1, 15c-2 and FIG.16 and col.25, line 41-col.26, line18. Fig.15b -16 are the Web forms corresponding to job request object and the vendor-specific instances. Note: Conklin

discloses that the iterative negotiations cover all terms and conditions of a transaction and not only the price and these terms are negotiated in stages. The various terms and conditions of the transactions in Conklin relate to constraints in the claim, see col.14, lines 27-30, col.19, lines 58-66 and col.25, lines 12-59.).

Conklin does not disclose that his multivariate negotiations engine 02 can be used for iterative submissions and responses for a specifically defined print job (Note: Applicant's disclosure (page 5, lines 1-9) teaches that his invention is applicable for a custom manufacturing project and a print job can be an example. As per the disclosure, the invention is not directed to print job only. Similarly Conklin (col.17, line 14-col.18, line 17) teaches that his multivariate negotiation engine system 02 can be used for various applications like standardizing specifications for a project, purchasing, any commercial activity, trade development, etc. These activities listed in Conklin can be applicable to a print job also). However, in the same field of e-commerce, Huberman teaches a system and method to enable ordering and negotiating a print job on an electronic network (col.2, line 54-col.7, line 31). In view of Huberman, it would be obvious to a person of an ordinary skill in the art at the time of the invention to modify Conklin to use the multivariate negotiations engine for print jobs on electronic network. Doing so would enable the system to offer customers open and efficient pricing practices for ordering print jobs on electronic networks as suggested in Huberman (col.2, 54-63).

8.   With regards to claims 12 and14, Conklin teaches a computer-based vendor specific instance of an electronic job request object, comprising a set of constraints arrived at through an iterative process in which a customer and a plurality of vendors successively define criteria for completing a job project task defined by the job request object, the criteria including payment

and delivery terms sufficient to support a binding contractual obligation and the job project

comprises a different pricing structure for each vendor and the vendor defined criteria is based

on the customer defined criteria and the job project(Conklin discloses receiving information from

multiple sellers [col.20 lines 23-34] and can engage in iterative submissions and responses to

perform a job project [abstract, col.13, line 65- col.26, line 18, "........multivariate negotiations

engine for iterative bargaining.......buyers and sellers.....propose and negotiate orders and

counteroffers....For example, manufacturers in the computer industry........Special orders for

samples.......The seller selects from several Website format templates.....Still in Fig.1k,

....buyer might either propose negotiation of order terms...send out a request for proposal

(RFP) to all or some of the seller's ....each seller can offer...with the ability to make e-mail

enquiries...",]. Conklin's teaches that his multivariate negotiations engine system 02 can be

used for iterative submissions and responses from customer to vendors for a variety of

purposes like standardizing specifications for a project, production purchasing and other

commerce related activities [col.17, line 35-col.18, line 17]. Conklin further teaches recording

and storing of all transactions that transpire between buyers and sellers during iterative

submissions and responses, [at least see, abstract, "..The system maintains internal

databases.....documents are created by the system during the negotiation process", also see

col.14, lines 47-54, col.15, lines 18-25, and col.30, lines 33-33-36, "..Referring...FIG.1i....that

each "round " or step of negotiations engine 212's processing....is stored...."] and buyers can

communicate with these databases to compare vendor's responses during iterative submissions

and responses [col.21, lines 21-58, "....Web server software 210s fields the

request..........asking the database server software managing database functions 222 to

process the request....**search, analysis, and any computations needed.....**", col.23, lines 24-

41, and col.33, line 28-col.34, line 14, "....Web server 210s next analyzes ....database functions

222 shown in FIG.5 a, include operations such as search, analyze, compare, report, sort and

relate (between databases) ...."]. Conklin also teaches selecting one of the plurality vendors

to conclude the process and perform the job request [col.19, lines 58-66, ".....Buyer processes

shown in FIG.1g...evaluate processes 70......find companies......investigate their...offerings...if

a buyer is interested in opening negotiations with a particular seller...."]. It would be inherent to

compare submissions, with the available hardware and software as analyzed above, from

various vendors in order to select one to perform the job. Also see FIGS.15 b, 15c-1, 15c-2 and

FIG.16 and col.25, line 41-col.26, line18. Fig.15b -16 are the Web forms corresponding to job

request object and the vendor-specific instances. Note: Conklin discloses that the iterative

negotiations cover all terms and conditions of a transaction and not only the price and these

terms are negotiated in stages. The various terms and conditions of the transactions in Conklin

relate to constraints in the claim, see col.14, lines 27-30, col.19, lines 58-66 and col.25, lines 12-

59.)Conklin discloses that the iterative negotiations cover all terms and conditions of a

transaction and not only the price and these terms are negotiated in stages. The various terms

and conditions of the transactions in Conklin relate to constraints in the claim, see col.14, lines

27-30, col.19, lines 58-66 and col.25, lines 12-59).

Conklin does not disclose that his multivariate negotiations engine 02 can be used for

iterative submissions and responses for a specifically defined print job (Note: Applicant's

disclosure (page 5, lines 1-9) teaches that his invention is applicable for a custom

manufacturing project and a print job can be an example. As per the disclosure, the invention is

not directed to print job only. Similarly Conklin (col.17, line 14-col.18, line 17) teaches that his

multivariate negotiation engine system 02 can be used for various applications like

standardizing specifications for a project, purchasing, any commercial activity, trade

development, etc. These activities listed in Conklin can be applicable to a print job also).

However, in the same field of e-commerce, Huberman teaches a system and method to enable

ordering and negotiating a print job on an electronic network(col.2, line 54-col.7, line 31). In view

of Huberman, it would be obvious to a person of an ordinary skill in the art at the time of the

invention to modify Conklin to use the multivariate negotiations engine for print jobs on

electronic network. Doing so would enable the system to offer customers open and efficient

pricing practices for ordering print jobs on electronic networks as suggested in Huberman (col.2,

54-63).

9.   With regards to claims 15-20, Conklin discloses a Web server having one or more user

interfaces to allow a customer and a plurality of vendors to define one or more vendor specific

instances of a electronic request object for a job project, the user interfaces configured to allow

the customer and the vendors to connect with the web server permitting the customer to

compare one or more vendor-specific instances of the request object, in an initially under-

constrained fashion, each vendor specific instance of the job request object and further

permitting the vendors and the customer to successively develop each request object to a fully-

constrained form through an iterative process in which one or more constraints on the vendor

specific instances of the job request object are added, removed and/or modified during each

iteration, the customer and the vendors are permitted to add, remove and/or modify the vendor

specific instances of the job request object through the use of Web forms interacting with the

web server, comprising a notification engine configured within the web server, the notification

engine to provide notification messages to the customer and the vendors, as appropriate, upon

an indication that at least one of the vendor specific instances of the job request object has

been modified in some way, the user interfaces further comprise one or more customer and

vendor-specific interfaces through which vendor-specific ones of the instances of the job

request object are provided to the vendors and the customer (Conklin discloses receiving

information from multiple sellers [col.20 lines 23-34] and can engage in iterative submissions

and responses to perform a job project [abstract, col.13, line 65- col.26, line 18,

"........multivariate negotiations engine for iterative bargaining......buyers and

sellers.....propose and negotiate orders and counteroffers....For example, manufacturers in the

computer industry....... .Special orders for samples.......The seller selects from several Website

format templates.....Still in Fig.1k, ...buyer might either propose negotiation of order

terms...send out a request for proposal (RFP) to all or some of the seller's ....each seller can

offer...with the ability to make e-mail enquiries...",]. Conklin's teaches that his multivariate

negotiations engine system 02 can be used for iterative submissions and responses from

customer to vendors for a variety of purposes like standardizing specifications for a project,

production purchasing and other commerce related activities [col.17, line 35-col.18, line 17].

Conklin further teaches recording and storing of all transactions that transpire between buyers

and sellers during iterative submissions and responses, [at least see, abstract, "..The system

maintains internal databases.....documents are created by the system during the negotiation

process", also see col.14, lines 47-54, col.15, lines 18-25, and col.30, lines 33-33-36,

"..Referring...FIG.1i....that each "round " or step of negotiations engine 212's processing....is

stored...."] and buyers can communicate with these databases to compare vendor's responses

during iterative submissions and responses [col.21, lines 21-58, "....Web server software 210s

fields the request.........asking the database server software managing database functions 222

to process the request....**search, analysis, and any computations needed**.....", col.23, lines

24-41, and col.33, line 28-col.34, line 14, "....Web server 210s next analyzes ....database

functions 222 shown in FIG.5 a, include operations such as search, analyze, compare, report,

sort and relate (between databases) ...."]. Conklin also teaches selecting one of the plurality

vendors to conclude the process and perform the job request [col.19, lines 58-66, ".....Buyer

processes shown in FIG.1g...evaluate processes 70......find companies......investigate

their...offerings...if a buyer is interested in opening negotiations with a particular seller...."]. It

would be inherent to compare submissions, with the available hardware and software as

analyzed above, from various vendors in order to select one to perform the job. Also see

FIGS.15 b, 15c-1, 15c-2 and FIG.16 and col.25, line 41-col.26, line18. Fig.15b -16 are the Web

forms corresponding to job request object and the vendor-specific instances. Note: Conklin

discloses that the iterative negotiations cover all terms and conditions of a transaction and not

only the price and these terms are negotiated in stages. The various terms and conditions of the

transactions in Conklin relate to constraints in the claim, see col.14, lines 27-30, col.19, lines 58-

66 and col.25, lines 12-59.).

Conklin does not disclose that his multivariate negotiations engine 02 can be used for

iterative submissions and responses for a specifically defined print job (Note: Applicant's

disclosure (page 5, lines 1-9) teaches that his invention is applicable for a custom

manufacturing project and a print job can be an example. As per the disclosure, the invention is

not directed to print job only. Similarly Conklin (col.17, line 14-col.18, line 17) teaches that his

multivariate negotiation engine system 02 can be used for various applications like

standardizing specifications for a project, purchasing, any commercial activity, trade

development, etc. These activities listed in Conklin can be applicable to a print job also).

However, in the same field of e-commerce, Huberman teaches a system and method to enable

ordering and negotiating a print job on an electronic network(col.2, line 54-col.7, line 31). In view

of Huberman, it would be obvious to a person of an ordinary skill in the art at the time of the

invention to modify Conklin to use the multivariate negotiations engine for print jobs on

electronic network. Doing so would enable the system to offer customers open and efficient

pricing practices for ordering print jobs on electronic networks as suggested in Huberman (col.2,

54-63).

10.   With regards to claims 20-21, Conklin teaches a method of comparing proposals from a

plurality of vendors comprising: defining, through a series of iterative customer submissions and

vendor responses, information concerning a job project, the information being stored in a

plurality of vendor-specific instances of a job object; and comparing two or more vendor-specific

instances of the job object to select one of the plurality of vendors to perform the job project and

the vendor-specific instance of the job object of the vendor to be selected is a binding

contractual obligation between the customer and the selected one of the plurality of vendors

(Conklin discloses receiving information from multiple sellers [col.20 lines 23-34] and can

engage in iterative submissions and responses to perform a job project [abstract, col.13, line

65- col.26, line 18, "........*multivariate negotiations engine for iterative bargaining.......buyers*

and sellers.....propose and negotiate orders and counteroffers....For example, manufacturers in

the computer industry....... .Special orders for samples.......The seller selects from several

Website format templates.....Still in Fig.1k, ...buyer might either propose negotiation of order

terms...send out a request for proposal (RFP) to all or some of the seller's ....each seller can

offer...with the ability to make e-mail enquiries...",]. Conklin's teaches that his multivariate

negotiations engine system 02 can be used for iterative submissions and responses from

customer to vendors for a variety of purposes like standardizing specifications for a project,

production purchasing and other commerce related activities [col.17, line 35-col.18, line 17].

Conklin further teaches recording and storing of all transactions that transpire between buyers

and sellers during iterative submissions and responses, [at least see, abstract, "..The system

maintains internal databases.....documents are created by the system during the negotiation

process", also see col.14, lines 47-54, col.15, lines 18-25, and col.30, lines 33-33-36,

"..Referring...FIG.1i....that each "round " or step of negotiations engine 212's processing....is

stored...."] and buyers can communicate with these databases to compare vendor's responses

during iterative submissions and responses [col.21, lines 21-58, "....Web server software 210s

fields the request..........asking the database server software managing database functions 222

to process the request....**search, analysis, and any computations needed.....**", col.23, lines

24-41, and col.33, line 28-col.34, line 14, "....Web server 210s next analyzes ....database

functions 222 shown in FIG.5 a, include operations such as search, analyze, compare, report,

sort and relate (between databases) ...."]. Conklin also teaches selecting one of the plurality

vendors to conclude the process and perform the job request [col.19, lines 58-66, ".....Buyer

processes shown in FIG.1g...evaluate processes 70......find companies......investigate

their...offerings...if a buyer is interested in opening negotiations with a particular seller...."]. It

would be inherent to compare submissions, with the available hardware and software as

analyzed above, from various vendors in order to select one to perform the job. Also see

FIGS.15 b, 15c-1, 15c-2 and FIG.16 and col.25, line 41-col.26, line18. Fig.15b -16 are the Web

forms corresponding to job request object and the vendor-specific instances. Note: Conklin

discloses that the iterative negotiations cover all terms and conditions of a transaction and not

only the price and these terms are negotiated in stages. The various terms and conditions of the

transactions in Conklin relate to constraints in the claim, see col.14, lines 27-30, col.19, lines 58-

66 and col.25, lines 12-59.).

Conklin does not disclose that his multivariate negotiations engine 02 can be used for

iterative submissions and responses for a specifically defined print job (Note: Applicant's

disclosure (page 5, lines 1-9) teaches that his invention is applicable for a custom

manufacturing project and a print job can be an example. As per the disclosure, the invention is

not directed to print job only. Similarly Conklin (col.17, line 14-col.18, line 17) teaches that his

multivariate negotiation engine system 02 can be used for various applications like

standardizing specifications for a project, purchasing, any commercial activity, trade

development, etc. These activities listed in Conklin can be applicable to a print job also).

However, in the same field of e-commerce, Huberman teaches a system and method to enable

ordering and negotiating a print job on an electronic network (col.2, line 54-col.7, line 31). In

view of Huberman, it would be obvious to a person of an ordinary skill in the art at the time of

the invention to modify Conklin to use the multivariate negotiations engine for print jobs on

electronic network. Doing so would enable the system to offer customers open and efficient

pricing practices for ordering print jobs on electronic networks as suggested in Huberman (col.2,

54-63).

11.   Claim 13 is rejected under 35 U.S.C. 103(a) as being unpatentable over

Conklin/Huberman and further in view of Farros et al. (US Patent 5,930,810)

        With regards to claim 13, Conklin/Huberman teaches a computer based vendor specific

instance of an electronic print job request object as disclosed in claim 12 and analyzed above.

Conklin/Huberman further teaches that characteristics like bindings, delivery schedules,

colorization, text, image recognition, etc. will have different pricing structure from different

vendors (col.2, lines 38-43 and col.3, lines 40-58). Conklin/Huberman does not disclose "covers

" also a characteristic along with bindings, delivery schedules, and etc. to have different pricing

structure from different vendors. However, in the same field of printing, Farros teaches

considering covers a characteristic to be considered for getting different pricing structure from

different vendors (col.9, lines 33-47, "......FIG. 8. A form 802 may include a number of

components 804.1........each of the components represent.....or faces ....such as cover, inside,

back cover....."). it would be obvious to a person of an ordinary skill in the art at the time of the invention to modify Conklin/Huberman to include "covers " also a characteristic along with bindings, delivery schedules, etc. to have different pricing structure from different vendors. Doing so would enable customer to negotiate the cost for designing and printing the cover pages (Front cover, inside Front cover, Back cover, inside back cover) as per his requirements.

Conclusion

12.   Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Yogesh C Garg whose telephone number is 703-306-0252. The examiner can normally be reached on M-F (8:30-4:00).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Wynn W Coggins can be reached on 703-308-1344. The fax phone numbers for the

organization where this application or proceeding is assigned are 703-305-7687 for regular

communications and 703-305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding

should be directed to the receptionist whose telephone number is 703-308-1113.

                                        Yogesh C Garg
                                        Examiner
                                        Art Unit 3625

YCG
September 20, 2002

                                        WYNN W. COGGINS
                                        SUPERVISORY PATENT EXAMINER
                                        TECHNOLOGY CENTER 3600